

**AMENDED AND RESTATED
EIGHTH SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
LAKEMOOR SUBDIVISION**

This Amended and Restated Eighth Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter referred to as the "Amended and Restated Eighth Supplement") is made on the date hereinafter set forth, by C & O Development, Inc., an Idaho corporation (hereinafter "Declarant") and Rising Horizons, LLC, an Idaho limited liability company (hereinafter "Rising Horizons").

WHEREAS, the Declarant and Rising Horizons are the owners of certain real property in Ada County, State of Idaho, hereinafter referred to as the "Eighth Supplement Property", more particularly described as Lakemoor Subdivision No. 8, according to the official plat thereof, recorded on the 15th day of November 2019, in Book 117 of Plats, pages 17811 through 17818, as Instrument No. 2019-114490, records of Ada County, Idaho; and

WHEREAS, Declarant's predecessor in interest ("Original Developer") has heretofore filed that certain Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Master Declaration"), which Master Declaration was recorded on May 16, 2008, as Instrument No. 108057338, records of Ada County, Idaho; and

WHEREAS, the Master Declaration provided for the recordation of Supplemental Declarations setting forth more specific and/or additional covenants, conditions and restrictions to be applicable to portions of the Properties described therein; and

WHEREAS, Original Developer has heretofore filed that certain First Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "First Supplement"), which First Supplement was recorded on May 16, 2008, as Instrument No. 108057339, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Second Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Second Supplement"), which Second Supplement was recorded on May 16, 2008, as Instrument No. 108057340, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Amendment to Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "First Amendment"), which First Amendment was recorded on October 30, 2008, as Instrument No. 108119557, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Amendment to the First Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor

Subdivision (hereinafter the "First Supplement Amendment"), which First Supplement Amendment was recorded on January 12, 2009, as Instrument No. 109003182, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Third Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Third Supplement"), which Third Supplement was recorded on August 2, 2012, as Instrument No. 112077356, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Second Amendment") which Second Amendment was recorded on December 31, 2013 as instrument No. 113138185, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Fourth Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Fourth Supplement"), which Fourth Supplement was recorded on December 31, 2013, as Instrument No. 113138184, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Amended and Restated Fourth Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter "Fourth Supplement Amendment"), which Fourth Supplement Amendment was recorded on January 21, 2014 as instrument No. 114005000, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Fifth Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Fifth Supplement"), which Fifth Supplement was recorded on July 1, 2014, as Instrument No. 114052209, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Third Amendment to Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Third Amendment") which Third Amendment was recorded on December 10, 2014 as instrument No. 2014-099731, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Fourth Amendment") which Fourth Amendment was recorded on March 11, 2015 as instrument No. 2015-019101, records of Ada County, Idaho; and

WHEREAS, By Assignment and Assumption of Declarant's Rights recorded on May 3, 2018, as Instrument No. 2018-040112, records of Ada County, Idaho, Original Developer has heretofore assigned to Declarant and River Quarry Management Company, LLC its rights, powers and reservations as Declarant under the Declaration with respect to that certain real property described in Exhibit A, attached thereto; and

WHEREAS, Declarant has heretofore filed that certain Seventh Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Seventh Supplement"), which Seventh Supplement was recorded on May 3, 2018, as Instrument No. 2018-040111, records of Ada County, Idaho; and

WHEREAS, Declarant has heretofore filed that certain Amendment to Seventh Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Seventh Supplement Amendment"), which Seventh Supplement Amendment was recorded on May 11, 2018, as Instrument No. 2018-042742, records of Ada County, Idaho; and

WHEREAS, By Assignment and Assumption of Declarant's Rights recorded on December 13, 2019, as Instrument No. 2019-125298, records of Ada County, Idaho, Declarant and River Quarry Management Company, LLC have heretofore assigned to DA Land, Inc. its rights, powers and reservations as Declarant under the Declaration with respect to that certain real property described in Exhibit A, attached thereto; and

WHEREAS, DA Land, Inc. has heretofore filed that certain Ninth Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Ninth Supplement"), which Ninth Supplement was recorded on December 13, 2019, as Instrument No. 2019-125316, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Sixth Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Sixth Supplement"), which Sixth Supplement was recorded on March 19, 2020, as Instrument No. 2020-032323, records of Ada County, Idaho; and

WHEREAS, the Master Declaration, the First Supplement, Second Supplement, First Amendment, First Supplement Amendment, Third Supplement, Second Amendment, Fourth Supplement, Fourth Supplement Amendment, Fifth Supplement, Third Amendment, Fourth Amendment, Sixth Supplement, Seventh Supplement, Seventh Supplement Amendment and Ninth Supplement shall hereinafter be referred to as the "Original Covenants"; and

WHEREAS, Declarant has heretofore filed that certain Eighth Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Eighth Supplement"), which Eighth Supplement was recorded on March 19 2020, as Instrument No. 2020-032380, records of Ada County, Idaho.

NOW, THEREFORE, Declarant and Rising Horizons hereby declare that this Amended and Restated Eighth Supplement shall supersede and replace the Eighth Supplement, in its entirety, and that except as hereinafter provided, the Eighth Supplement Property shall be held, sold, conveyed, used and occupied subject to the Original Covenants, which Original Covenants are hereby incorporated by reference as if fully set forth herein except in so far as the covenants, conditions and restrictions of the Original Covenants are hereinafter supplemented or modified.

It is the intention of the Declarant and Rising Horizons that the provisions of the Original Covenants and this Amended and Restated Eighth Supplement be read together, as a whole so that the provisions of the Original Covenants and this Amended and Restated Eighth Supplement shall, to the maximum extent possible, both be applicable to the Eighth Supplement Property except to the extent the provisions of this Amended and Restated Eighth Supplement shall specifically modify or supersede the provisions of the original Covenants. By way of example but not by limitation, the Owners of Residential Lots in the Eighth Supplement Property shall be members of both the Lakemoor Homeowners Association, Inc. (the "Master Association") and The Lofts at Lakemoor No. 8 Homeowners Association, Inc. (the "Sub-Association"), shall be entitled to all rights and benefits and subject to all obligations and duties of membership in each and shall be subject to the assessments of each. Any provision of the Original Covenants not specifically amended, modified, superseded, terminated or otherwise addressed in this Amended and Restated Eighth Supplement shall be fully applicable to the Eighth Supplement property as if repeated herein in full.

ARTICLE I: DEFINITIONS

In addition to the definition set forth in the Master Declaration, as used in this Amended and Restated Eighth Supplement, the following terms shall have the following meanings:

Section 1. "SUB-ASSOCIATION" shall mean and refer to The Lofts at Lakemoor No. 8 Homeowners Association, Inc., a Local Association as defined in the Master Declaration.

Section 2. "COMMERCIAL LOTS" shall mean Lots 1, 2 and 3, Block 10, Lakemoor Subdivision No. 8 according to the official plat thereof.

Section 3. "COMMON AREA" shall mean all real property and improvements thereon (including private streets, drives, parking areas, recreational facilities and waterways) owned by the Master Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Master Association is described as follows:

Lots 110, 118, 119, 130 and 137, Block 9, Lakemoor Subdivision No. 8, according to the official plat thereof.

Section 4. "PLAT" shall mean any subdivision plat covering any portion of the Eighth Supplement Property as recorded at the Office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

Section 5. "RESIDENTIAL LOTS" shall mean Lots 111 through 117, 120 through 129, 131, 132 through 136, 138 through 146, Block 9, Lakemoor Subdivision No. 8, according to the official plat thereof.

ARTICLE II: THE LOFTS AT LAKEMOOR NO. 8 HOMEOWNERS ASSOCIATION

Section 1. Membership: Every Owner of a Residential Lot shall be a member of the Sub-Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Residential Lot. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such an Owner and shall automatically terminate and lapse when such ownership shall terminate or be transferred.

Section 2. Management: The affairs of the Sub-Association shall be conducted by a Board of Directors and such officers as the Board may elect or appoint, in accordance with the Sub-Association's Articles of Incorporation and Bylaws, as the same may be amended from time to time. The duties of the Sub-Association are limited to the management of the landscape and roof maintenance and repair provisions of Article IX, Section, below.

Section 3. Voting Rights: The Sub-Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners of Residential Lots, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Residential Lot owned. The Class B membership shall be converted to Class A membership on the happening of either of the following events, whichever occurs first:

A. When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or

B. When Declarant gives written notice to the Sub-Association that it is relinquishing its Class B voting rights.

Section 4. Assessments: Each Owner of any Residential Lot, by acceptance of a deed therefore from Declarant (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Sub-Association an Initiation Assessment, Transfer Assessments, Annual Assessments, Special Assessments and Roof Maintenance Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided:

A. Initiation and Transfer Assessments: Upon the initial conveyance of each Residential Lot from Declarant to third party purchaser, at the closing of the sale thereof, the

purchaser shall pay an Initiation Assessment to the Sub-Association in the amount of \$550.00. Upon each subsequent transfer of title to each such Lot, at the closing of the sale thereof, the purchaser shall pay a Transfer Assessment to the Sub-Association in the amount of \$100.00. The proceeds of Initiation and Transfer Assessments shall be used for general Sub-Association purposes.

B. Annual Assessments: The Annual Assessment levied by the Sub-Association shall be used for the reasonable expenses incurred in the operation of the affairs of the Sub-Association, for performing the Sub-Association's obligation to maintain the landscaping located on the Residential Lots as set forth in Article IX, Section 2 of this Amended and Restated Eighth Supplement, below, and to establish and fund a reasonable reserve for such purposes, for the expenses incurred by the Sub-Association in connection with any of its obligations contained in this Declaration or in the Bylaws of the Sub-Association, except for those expenses that are specifically addressed in subparagraphs C and D, below, and for any other purpose reasonably authorized by the Board of Directors of the Sub-Association. Until January 1 of the year immediately following the conveyance of the first Residential Lot to an Owner the Annual Assessments shall be in the amount of \$800.00 payable pro-rata, based on the number of months remaining in the calendar year, at the closing of the sale of each Residential Lot. Thereafter, the Board of Directors shall fix the amount of the Annual Assessment against each such Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

C. Special Assessments: In addition to the Initiation, Transfer and Annual Assessments authorized above, the Board of Directors of the Sub-Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, any unanticipated expenses or obligations, provided that any such assessment intended to pay the cost of initial construction of any new facility or improvement shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action authorized under this paragraph above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any Special Assessment shall be payable over such a period as the Board of Directors shall determine.

D. Roof Maintenance Assessment. In addition to the assessments set forth in subparagraphs A, B and C, above, the Sub-Association shall levy a Roof Maintenance Assessment to be used for the purpose of performing the Sub-Association's obligation to maintain, repair and replace the roofs of the Dwelling Units as set forth in Article IX, Section 2 of this Amended and Restated Eighth Supplement, below, and to establish and fund a reasonable

reserve for such purposes. Upon the initial conveyance of each Residential Lot by Declarant to a third party purchaser, at the closing of the sale thereof, the purchaser shall pay to the Sub-Association an initial Roof Maintenance Assessment in the amount of \$250.00. Until January 1 of the year immediately following the conveyance of the first Residential Lot to an Owner, the annual Roof Maintenance Assessment shall be \$350.00. Thereafter, the Board of Directors of the Sub-Association shall set the annual Roof Maintenance Assessment at such amount as the Board may determine is required in order to meet the legitimate needs of the Sub-Association for such purposes. In the event unanticipated repairs or replacements of all or any portion of the roofs are required at any time and the reserves then available for such purposes are insufficient to cover the cost thereof, the Board of Directors of the Sub-Association shall have the power to levy a special assessment to cover the cost of required repairs or replacements. Any such special assessment shall be levied equally against all Residential Lots in the Eighth Supplement Property. All initial, annual and special Roof Maintenance Assessments collected by the Sub-Association shall be segregated from other funds of the Master Association and deposited into a separate reserve account established for the purposes stated in this paragraph.

E. Uniform Rate of Assessment: The Initiation, Transfer, Annual, Special, Roof Maintenance and Landscape Maintenance Assessments must be fixed at a uniform rate for non-exempt Lots.

F. Additional Provisions: The provisions of Article III, Section 3, paragraphs F, G, H, I and J of the Master Declaration, as heretofore amended, shall apply to the levy and collection of the Assessments set forth in this Section 3 as if set out in full in this paragraph.

ARTICLE III: INSURANCE AND BOND

Section 1. Incorporation by Reference: The provisions of Article XIV of the Master Declaration as heretofore amended, regarding insurance and bonding shall apply to the Sub-Association and are incorporated herein as if set out in full in this Article.

Section 2. Owner Insurance: In addition to any other insurance requirements set forth herein, each Owner of a Residential Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to covenant and agree (i) to at all times keep his Dwelling Unit insured by an "all risk" property insurance policy for the full replacement cost thereof, without allowance for depreciation and exclusive of the cost of excavations, foundations, footings and the value of the land, and (ii) that the Sub-Association shall have no obligation or responsibility to obtain or maintain any such insurance coverage for any Owner.

ARTICLE IV: MASTER ASSOCIATION INITIATION ASSESSMENT

Article III, Section 3, Paragraph D of the Master Declaration, as heretofore amended, shall be further amended with respect to the Eighth Supplement Property only, to read as follows:

"D. Initiation and Transfer Assessments: Upon the initial conveyance of each Residential Lot (from Declarant to a builder or Owner), at the closing of the sale thereof, the purchaser shall pay an Initiation Assessment to the Master Association in the amount of \$1750.00. Upon each subsequent transfer of title to each Residential Lot, at the closing of the sale thereof, the purchaser shall pay a Transfer Assessment to the Master Association in the amount of \$200.00. The proceeds of Initiation and Transfer Assessments shall be used for general Master Association purposes."

ARTICLE V: PATHWAY

The pathway constructed by Declarant in Lots 118 and 137, Block 9, Lakemoor Subdivision No. 8 shall be owned, operated and maintained by the Master Association in accordance with the provisions of Article VIII of the Master Declaration.

ARTICLE VI: PRIVATE STREET

Lot 110 Block 9, Lakemoor Subdivision No. 8 is hereby designated as a private street to be owned and operated by the Master Association as a part of its Common Area, subject in all respects to the provisions contained in Article VII of the Master Declaration. It is Declarant's intent that the Residential Lots in the Eighth Supplement Property shall have the perpetual right of ingress and egress over and across all of the private streets designated herein for the use and benefit of the Owners and residents of the Properties and their guests and invitees. The perpetual right of ingress and egress over and upon said private street may not be terminated or extinguished without the written consent of all Owners of the Residential Lots, the Master Association, the Sub-Association and any and all parties having any interest in the Properties. The Master Association shall be responsible for the year round operation, maintenance and repair, including snow removal, of the private street, together with associated storm drainage facilities as further described in Article VII, below. The private street described herein shall be operated, maintained and repaired by the Master Association in accordance with the provisions of the Operation and Maintenance Manual prepared therefore by J-U-B Engineers, Inc., a copy of which shall be maintained by the Master Association as a part of its permanent records. The costs incurred by the Master Association in fulfilling these obligations shall be included in the Master Association's Annual and, as necessary, Special Assessments. This restrictive covenant for the maintenance and operation of the private street cannot be modified and the Master Association cannot be dissolved without the express consent of the City of Eagle.

ARTICLE VII: PRIVATE STORM DRAINAGE FACILITIES

Declarant has constructed certain storm water drainage and retention facilities, consisting of collection basins, buried pipelines, seepage beds and overflow structures and retention ponds, to be owned and operated by the Master Association as hereinafter set forth. The primary purpose of the storm water facilities is to convey storm water from the private streets through a system of collection basins, buried pipelines and pre-treatment storm water quality structures to the storm water retention ponds. The Master Association shall be responsible for the year round operation, maintenance and repair of the storm drainage and retention facilities, including but not

limited to the collection basins, buried pipelines, water quality structures and retention ponds in accordance with the provisions of the Operation and Maintenance Manual prepared therefore by J-U-B Engineers, Inc., a copy of which shall be maintained by the Master Association as a part of its permanent records. The costs incurred by the Master Association in fulfilling these obligations shall be included in the Master Association's Annual and, as necessary, Special Assessments.

Article VIII: BUILDING RESTRICTIONS

The building restrictions applicable to the Residential Lots in the Eighth Supplement Property shall be as follows:

A. Building Type and Size: With the exception of Common Area Lots, no building shall be erected, altered, placed or permitted to remain on any Lot other than one attached or detached single-family dwelling, which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. Each such Dwelling Unit shall contain a minimum of 1800 square feet of interior living space (excluding the garage). No Dwelling Unit may be occupied by more than one family.

B. Setbacks: No improvements may be constructed or maintained on a Lot within the minimum building setback lines as follows:

Lots 111-117 and 120-129:

Front 10 feet

Rear 10 feet

Side 0 feet for a common wall or where adjacent to a common lot; or
3 feet where adjacent to a building lot (without a common wall) or
exterior boundary

Lots 131-136 and 138-146:

Front 14 feet

Rear 10 feet

Side 0 feet for a common wall or where adjacent to a common lot; or
3 feet where adjacent to a building lot (without a common wall) or
exterior boundary

C. Construction Requirements: Subject to the requirements of Article XIII of the Master Declaration (which requirements include, without limitation, written approval from the Architectural Control Committee prior to commencement of construction), each Dwelling Unit shall have exterior stone, brick, manufactured or synthetic stone, stucco or a combination of such siding on all elevations or as may be approved by the Lakemoor Architectural Control Committee. All roofs shall be comprised of asphalt composition, tile or other material (as may be approved by the Architectural Control Committee) and shall be of such colors and specifications as may be approved by the Architectural Control Committee, with a minimum 6/12 pitch or as approved by the Architectural

Control Committee; provided that the Architectural Control Committee may, on a case by case basis, approve a variety of roof pitches including flat roof designs when consistent with overall design of the Dwelling Unit. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the unit to within one-foot (1') of the top cap. Each Dwelling Unit must have at least two (2) exterior lights illuminating the garage door openings, one exterior light for the front entryway.

D. Landscaping: Upon the earlier of substantial completion or occupancy of the Dwelling Unit located thereon, each Lot shall have installed the following landscaping improvements: (i) in the front yard thereof a rolled sod lawn, at least one (1) conifer tree a minimum of six feet (6') in height and/or one (1) deciduous tree a minimum of two and one-half inches (2 1/2") caliper and twelve (12) shrubs or bushes, a minimum of one (1) gallon in size planted in planter beds consisting of a minimum of twenty percent (20%) of the total square footage of the front yard; (ii) in the rear yard thereof a rolled sod lawn and at least one (1) conifer tree, a minimum of six feet (6') in height and/or one (1) deciduous tree, a minimum of two and one-half inches (2 1/2") caliper, for each 1500 square feet of area in the backyard and twelve (12) shrubs or bushes a minimum of one (1) gallon in size planted in planter beds consisting of a minimum of fifteen percent (15%) of the total square footage of the backyard; (iii) in the street side yard of a corner lot a rolled sod lawn, at least one (1) conifer tree, a minimum of six feet (6') in height and/or one (1) deciduous tree a minimum of two and one-half inches (2 1/2") caliper and twelve (12) bushes or shrubs a minimum of one (1) gallon in size planted in planter beds consisting of a minimum of twenty percent (20%) of the square footage of the area contained in the street side yard; and (iv) in the planter strip located between the sidewalk and curb adjacent to each Lot, such species, size and number of trees and in such locations as may be required by the Architectural Control Committee (which such area shall contain landscaping improvements which are consistent with the landscaping improvements in the front and side yards). A fully automatic underground sprinkler system shall be installed throughout the landscaped areas of each Lot. A scaled landscape plan showing the location, type and size of trees, plants, groundcover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free-standing exterior lights, water features (if any), driveways, parking areas and walkways shall be submitted to and approved by the Architectural Control Committee prior to commencement of any landscaping work, including replacements.

E. Fences: All fencing located adjacent to open space, or in any required front or street side yard areas shall be open style such as wrought iron or extruded aluminum (looks identical to wrought iron). All other fencing (i.e., cedar, vinyl, chain-link) shall be prohibited. Fencing in any required front yard area shall be limited to four feet (4') in height. No fences, including fences around swimming pools, dog runs or other uses may be permitted except those constructed only of metal, or vegetation, the materials, design, color and location of which must be approved, in advance, by the Architectural Control Committee. No fence shall extend beyond the front plane of the

Dwelling Unit constructed or to be constructed on the Lot. All fences, including electronic containment fences, shall be approved by the Architectural Control Committee in advance of Construction.

ARTICLE IX: MAINTENANCE RESPONSIBILITY

Article X, Sections 1 and 2 of the Master Declaration shall be amended with respect to the Eighth Supplement Property only, to read as follows:

Section 1. Maintenance by Master Association. The Master Association shall be responsible to provide for the operation, maintenance, repair and replacement of the Common Areas and Improvements thereon, including the private street improvements and any Master Association-owned streetlights, the Storm Water Drainage and Retention System (as provided in Article VI, of the Master Declaration), any Waterway which may be located upon a Residential Lot, and any other Improvements described in this Amended and Restated Eighth Supplement as being the Master Association's responsibility. The Master Association shall have an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Master Association."

Section 2. Maintenance by Sub-Association. The Sub-Association shall be responsible for the maintenance of the landscaping and lawn on any Residential Lot located in the Eighth Supplement Property and in any parking strip located between the sidewalk and the street adjacent to such a Lot, and the routine periodic repair and replacement of roofs of the Dwelling Units located on the Residential Lots. The Sub-Association shall have an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Sub-Association. The following provisions and limitations shall apply to the Sub-Association's responsibility to maintain and repair the landscaping and lawn on any such Lot and the roofs of the Dwelling Units:

A. The necessity for and timing of any maintenance, repairs and replacements shall be determined solely in the discretion of the Board of Directors of the Sub-Association and the Sub-Association shall not be obligated to perform any such maintenance, repairs or replacements requested or demanded by any Owner in the absence of a determination of necessity having been made therefore by the Board.

B. The Sub-Association shall not be responsible for the repair or replacement of any roof or portion thereof in the event the need for such repair or replacement is caused by a hazard or casualty which is or should have been covered by the policy of insurance required to be maintained by each Owner set forth in Article III, Section 2 of this Amended and Restated Eighth Supplement.

C. The Sub-Association shall not be responsible for the maintenance, repair or replacement of any landscaping improvement or roof or portion thereof in the event the need for maintenance, repair or replacement is caused through the willful or negligent act of an Owner, his family, guests or invitees.

“Section 3. Maintenance by Owner. Except to the extent of the Sub-Association’s maintenance responsibilities described in Section 2, above, each Owner shall be responsible for maintaining and keeping in good order and repair his Dwelling Unit and any private decks, fences (if permitted as herein provided), courtyards, patios, walkways, driveways, underground sprinkler system and, subject to the approval of the Architectural Control Committee, for the replacement of any landscaping improvements located on such Owner’s Lot as may be necessary. Prior to the construction of a Dwelling Unit thereon, each Owner shall be responsible to keep his Lot in a neat and aesthetically pleasing condition, reasonably free of weeds and accumulation of rubbish and debris. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, subject to the Sub-Association’s duties set forth in Section 2, above, the Owner must complete repair and/or replacement of the Dwelling Unit within one hundred twenty (120) days of the damage or destruction.”

ARTICLE X: GRADING AND DRAINAGE

In addition to the requirements of Article XII, Section 8 of the Master Declaration, each Owner shall be responsible to insure that the finished grade and elevation of his Lot is properly constructed so as to collect all drainage waters on site and to prevent surface water migration onto any Common Area or any other Lot.

ARTICLE XI: DRAINAGE DISTRICT LICENSE AGREEMENT

Declarant, as Licensee, has entered into a License Agreement with Consolidated Drainage District No. 2 (fka Drainage District No. 4), (the “Drainage District”) recorded on January 10, 2019, as Instrument No. 2019-002216, records of Ada County, Idaho, (the “License”), which License permits the Licensee to discharge storm water from Lakemoor Subdivision No. 7 into the Thurman Drain, pipe a portion of the Thurman Drain, install private roadway and footbridge crossings across the Thurman Drain for access to lands and improvements on the opposite side, to construct and install a ten foot (10’) gravel pedestrian pathway on the north side of the Thurman Drain, construct and install landscaping improvements, including sprinklers and other landscaping features, within the Drainage District’s easement, all as more particularly described and depicted in the License. Declarant does hereby assign to the Master Association, and the Master Association shall assume and be responsible for the performance of all of the responsibilities, duties and obligations of the Licensee under the License as more fully set forth therein, including, without limitation, all of Licensee’s indemnification obligations as set forth therein and the performance of all conditions set forth in Exhibit D thereto.

ARTILCE XII: AMENDMENT OF DEVELOPMENT PLANS; RESERVATION OF DEVELOPMENT RIGHTS

Development of the Eighth Supplement Property as contemplated herein and as shown on the Plat thereof has been approved by the City of Eagle under City of Eagle file nos. RZ-05-02 MOD6/RZ-05-02 and PP-03-05 MOD2, consisting of modifications to a previously approved

development agreement and preliminary plat. The modified development agreement and preliminary plat also contemplate that additional real property described and/or designated therein will also be developed by Declarant or its successors or assigns as therein or subsequently approved by the City of Eagle. Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to understand, acknowledge and agree to the future development of the said real property described and/or depicted in the above referenced approvals as therein contemplated; provided, however, that any development plans for the said real property in existence prior to or following the effective date of this Amended and Restated Eighth Supplement are subject to change at any time by Declarant, and impose no obligation on Declarant as to how the property is to be developed or improved. Moreover, Declarant hereby reserves the right to annex any other real property into the Lakemoor development project pursuant to the provisions of Article XVII of the Master Declaration, at any time and without the need to seek or obtain consent or approval from any third persons, including without limitation the Master Association, by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the project.

ARTICLE XIII: CITY OF BOISE SEWER TREATMENT PLANT

Development of the Properties (as defined in the Master Declaration) is subject to the provisions of a Use Restriction Agreement dated April 5, 2001, recorded as Instrument No. 101032281, records of Ada County, Idaho, as amended by that certain Corrected Amendment to Use Restriction Agreement dated January 9, 2018, recorded as Instrument No. 2018-004830, records of Ada County, Idaho. The property east of the park site as depicted on the Master Site Plan of Lakemoor Subdivision (as amended) is owned by Boise City Public Works Department for use as a sewage treatment facility.

ARTICLE XIV: APPLICATION TO THE COMMERCIAL LOTS

The Commercial Lots are hereby declared to be intended for such commercial uses as may be approved by the City of Eagle and any other governmental agencies having jurisdiction thereof and the Local Architectural Control Committee described in paragraph C, below. Accordingly, the Commercial Lots shall not be subject to the provisions of the Original Covenants or this Amended and Restated Eighth Supplement except to the extent specifically set forth below, it being intended by the Declarant that the Commercial Lots shall not be subject to the property use and building restrictions contained in the Original Covenants and shall not be subject to the jurisdiction or control of the Master Association or Sub-Association, except to the limited extent set forth herein below:

- A. Within 30 days after the recordation of this Amended and Restated Eighth Supplement, the Declarant shall pay an Initiation Assessment to the Master Association in the amount of \$1,000.00 per acre of area contained in the Commercial Lots, and said amount shall be deposited into the Master Association's reserve account. The owner of each Commercial Lot shall also be required to pay an Annual Assessment to be levied by the Master Association,

initially to be in an amount not to exceed \$1,092.00 per acre of area contained in each Commercial Lot owned. Said Annual Assessment shall be payable in equal quarterly installments of \$273.00 per acre of area contained in each Commercial Lot owned and shall be used for general Master Association purposes. The amount of the Annual Assessment shall increase or decrease each year by the same percentage that the Annual Assessments levied by the Master Association on other Lots in the Properties increase or decrease each year.

B. The Commercial Lots shall be entitled to have irrigation water delivered to them through the Irrigation Water Supply System owned and operated by the Water Association described in Article V of the Master Declaration, and shall be liable for an assessment levied thereby, provided that the said assessment shall be in the same amount and payable on the same terms as assessments are levied on the other Lots in the Properties which are intended and approved for commercial use.

C. Any improvements to be constructed or installed on the Commercial Lots shall be subject to review and approval by a Local Architectural Control Committee, having review and approval power with respect to such Lots, to be appointed by Declarant pursuant to the provisions of Article XIII, Section 11, of the Master Declaration.

D. Portions of Lots 1 and 2, Block 10, are servient to and contain Ada County Highway District Storm Water Drainage System. These lots are encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015, as Instrument No. 2015-103256, official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the Storm Water Drainage System are dedicated to the Ada County Highway District pursuant to Section 40-2302, Idaho Code. The Master Easement is for the operation and maintenance of the Storm Water Drainage System.

E. A portion of Lot 1, Block 10 in the location depicted and/or described in Exhibit A attached hereto (the "Landscape Easement") is subject to an easement for the benefit of the Master Association for the installation, placement, operation, maintenance, repair and replacement of landscaping, waterway and other decorative features, including a decorative bridge structure. The Master Association shall be responsible, at its sole expense, for the maintenance, repair and replacement of all landscaping improvements located in the Landscape Easement and for the operation, maintenance, repair and replacement of the water feature and bridge on the south side of Eagle's Gate Drive, including without limitation, all structures, appurtenances, mechanical and electrical equipment, pumps, pipes and any other improvements or equipment related thereto, and also including the cost of any electrical power supplied thereto. The Master Association shall also be responsible to pay for one-half of the cost of electrical

power supplied to the water feature and decorative bridge structure on the north side of Eagles Gate Drive and the Owner of that property on which the said water feature is located is responsible for the entire cost of maintenance thereof.

ARTICLE XV: ENFORCEMENT

The covenants and restrictions of this Amended and Restated Eighth Supplement shall run with the land and shall inure to the benefit of and be enforceable by the Master Association, the Sub-Association or the legal Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors and assigns.

ARTICLE XVI: INCORPORATION OF ORIGINAL COVENANTS

The covenants, conditions and restrictions contained in this Amended and Restated Eighth Supplement are in addition to those covenants, conditions and restrictions contained in the Original Covenants, except insofar as the covenants, conditions and restrictions contained therein are herein modified. It is specifically intended that all provisions of the Original Covenants not inconsistent herewith be by this reference incorporated herein as if set forth in full. The provisions set forth in this Amended and Restated Eighth Supplement shall, however, control and prevail over any conflicting provisions contained in the Original Covenants.

ARTICLE XVII: GOVERNMENTAL RULES AND ORDINANCES

In the event any of the provisions of this Amended and Restated Eighth Supplement are less restrictive than any governmental rule, regulation or ordinance, then the more restrictive governmental rule, regulation or ordinance shall apply. This Amended and Restated Eighth Supplement is subject to all rules, regulations, laws and ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law or ordinance would render a part of this Declaration unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

End of text. Signature pages follow.

IN WITNESS WHEREOF, the Declarant and Rising Horizons have caused their names to be hereunto subscribed this 20TH day of APRIL, 2020.

C & O DEVELOPMENT, INC.

By: [Signature]
Dennis M. Baker, President

STATE OF IDAHO)
) : ss.
County of Ada)

On this 20TH day of APRIL, 2020, before me, a notary public, personally appeared Dennis M. Baker, known or identified to me to be the President, of C & O Development, Inc., the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

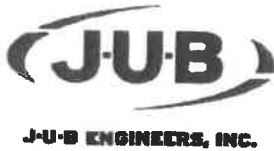


[Signature]
NOTARY PUBLIC, State of Idaho
Residing at ADA COUNTY
My Commission Expires: 12-24-25

EXHIBIT A

Depiction/Description of Landscape Easement on Lot 1, Block 10

To be attached



J-U-B COMPANIES



THE LARSON GROUP



GATEWAY MAPPING INC.

**LAKEMOOR SUBDIVISION No. 8
LANDSCAPE EASEMENT DESCRIPTION**

A parcel of land situated in Lot 1 of Block 10 of Lakemoor Subdivision No. 8 in the West Half of the Southwest Quarter of Section 21, Township 4 North, Range 1 East, Boise Meridian, City of Eagle, County of Ada, State of Idaho, and being more particularly described as follows:

Commencing at the west quarter-section corner of Section 21, Township 4 North, Range 1 East, Boise Meridian, from which the southwest section corner of said Section 21 bears South 00°36'24" West, 2647.21 feet;

THENCE South 05°59'29" East, 946.46 feet on a random line to a set ½-inch rebar with plastic cap stamped "EASEMENT PLS 8077" marking the northwest corner of said landscape easement and the corner of a utility easement 10.00 feet East of S. Eagle Road (Hwy 55) right-of-way line, and 7.00 feet South of ACHD right-of-way line (E. Eagles Gate Drive), said corner also being the POINT OF BEGINNING:

THENCE North 88°51'36" East, coincident with said utility easement line, a distance of 59.71 feet to the beginning of a tangent curve;

THENCE along said curve to the right an arc length of 39.46 feet, having a radius of 247.00 feet, a central angle of 09°09'09", a chord bearing of South 86°33'49" East and a chord length of 39.41 feet to a set ½-inch rebar with plastic cap stamped "EASEMENT PLS 8077" marking the northeast corner of said landscape easement;

THENCE leaving said southerly utility easement line the following 4 (four) courses and distances:

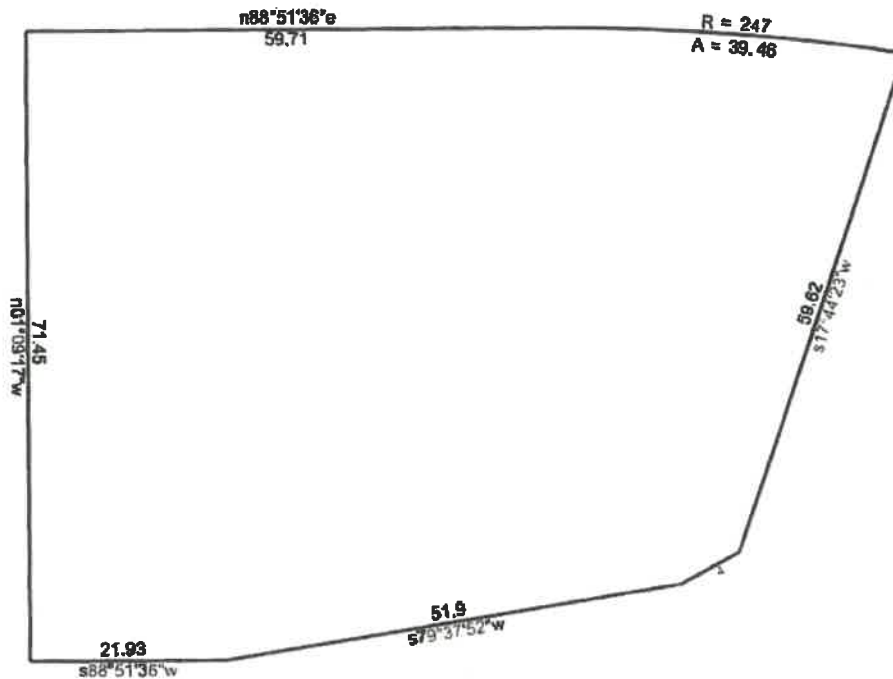
South 17°44'23" West, 59.62 feet to a set ½-inch rebar with plastic cap stamped "EASEMENT PLS 8077";
South 60°10'54" West, 7.44 feet to a set ½-inch rebar with plastic cap stamped "EASEMENT PLS 8077";
South 79°37'52" West, 51.90 feet to a set ½-inch rebar with plastic cap stamped "EASEMENT PLS 8077";
South 88°51'36" West, 21.93 feet to a set ½-inch rebar with plastic cap stamped "EASEMENT PLS 8077" marking a point on said utility easement line 10.0 feet east of said right-of-way line of S. Eagle Road (Hwy 55);

THENCE North 01°09'17" West, 71.45 feet along said utility easement line to the POINT OF BEGINNING;

The above-described easement contains 5979 square feet or 0.14 acres, more or less.

This description was prepared by me or under my immediate supervision. If any portion of this description is modified or removed without the written consent of Bert J Nowak, PLS, all professional liability associated with this document is hereby declared null and void.





Lakemoor Subd No. 8 - Landscape Easement

4/15/2020

Scale: 1 inch= 20 feet

File: Landscape easement.ndp

Tract 1: 0.1373 Acres (5979 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/105843), Perimeter=312 ft.

01 n88.5136e 59.71

07 n01.0917w 71.45

02 Rt, r=247.00, delta=009.0909, arc=39.46, chord=s86.3349e 39.41

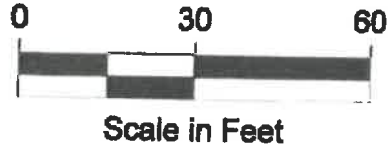
03 s17.4423w 59.62

04 s60.1054w 7.44

05 s79.3752w 51.9

06 s88.5130w 21.93

CP&F Instr. No.
113077814



20 21

S00°36'24"W 2647.21'
S. Eagle Rd. (Hwy 55)

S05°59'29"E 946.45'

E. Eagles Gate Drive

Existing ACHD
Right-of-Way Easement

Point of Beginning

N88°51'36"E UTILITY EASEMENT C1
59.71'

Area: 5979sqft
0.14 Acres

N01°09'17"W
71.45'

S17°44'23"W
59.62'

UTILITY EASEMENT
10'
S88°51'36"W
21.93'

S79°37'52"W
51.90'

S60°10'54"W
7.44'

Lot 1
Block 10
Lakemoor 8 Subdivision



Legend

- Section Line
- Center Line
- Right-of-Way Line
- Easement Line
- Set 1/2"x24" Rebar, with Easement cap stamped PLS 8077

CP&F Instr. No.
113115355

20 21
29/128

CURVE TABLE

CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C1	39.46'	247.00'	19.77'	9°09'09"	S86°33'49"E	39.41'

This document is the property of JUB Engineers, Inc. and is not to be used, in whole or in part, for any other project without the express written authorization of JUB Engineers, Inc.

REVISION DESCRIPTION

NO	REVISION DESCRIPTION	BY	DATE

FILE: 10-17-141_0301 EA E. JUB-EGG E GATE RD. 03
 JUB ENGINEERS, INC.
 DRAWN BY: KR
 CHECKED BY: BJN
 LAST UPDATED: 4/14/2020

**LOT 1 BLOCK 10 OF LAKEMOOR SUBDIVISION No. 8
 LANDSCAPE EASEMENT**
 W1/2 SW1/4 S21 T.4 N., R.1 E., B.M.
 CITY OF EAGLE, COUNTY OF ADA, STATE OF IDAHO

SHEET
1 of 1